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19 UNITED STATES DISTRICT COURT

20 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

21 CHRISTIE RUDDER,

22 Plaintiff,

23 v.

24 AUTOMOBILE CLUB OF
SOUTHERN CALIFORNIA;
25 AMERICAN AUTOMOBILE
ASSOCIATION, INC., and DOES 1
26 through 10 inclusive,

27 Defendants.

Case No. 8:14-cv-00247-DOC-RNB
Hon. Robert N. Block

**~~[PROPOSED]~~ CONFIDENTIALITY
AND PROTECTIVE ORDER**

Courtroom: 10D
Action Filed: February 20, 2014
Trial Date: September 22, 2015

1 Pursuant to the stipulation of the Parties, it is hereby ordered that the
2 following provisions shall apply to all discovery in this litigation, to govern the use
3 and dissemination of information, documents, and other tangible items designated as
4 CONFIDENTIAL INFORMATION as set forth below:

5 1. Designation of Confidential Information. This Confidentiality and
6 Protective Order applies to all discovery in this action whether directed to the
7 Parties or third parties. Confidential information is information, documents or other
8 material that concerns or relates to personal, private, confidential, commercially
9 sensitive, and/or proprietary information of the Parties which the Parties would
10 normally reveal to third parties or would cause third parties to maintain in
11 confidence, including, without limitation, trade secrets, non-publically available
12 financial data, contracts and agreements, current and future business plans,
13 marketing research, development or commercial information, projections, analyses
14 or studies, costs, pricing, or purchasing information, training and operation policies
15 and procedures, sensitive medical information, personal identifying information, and
16 other non-public, confidential information (“CONFIDENTIAL INFORMATION”).
17 A Party may designate information as CONFIDENTIAL INFORMATION by
18 placing a stamp or notice stating “CONFIDENTIAL” prior to production. The
19 designation shall be placed on the first page of each document which is bound,
20 stapled, or otherwise affixed by a permanent or semi-permanent means of
21 attachment, and on each page of any document not so affixed. If information is
22 produced in electronic format, such information may be designated as
23 CONFIDENTIAL INFORMATION by placing a stamp or notice on the storage
24 medium. With respect to documents produced by third parties, designation may be
25 made within 30 days after receipt by counsel. With respect to documents made
26 available for inspection and copying, designation need not be made until after
27 inspection and selection by counsel. Any such designated documents shall be
28 stamped “CONFIDENTIAL” by the copying service selected by the inspecting

1 Party. Information disclosed at a deposition (including without limitation,
2 questions, answers and exhibits) may be designated as CONFIDENTIAL
3 INFORMATION by a statement on the record, or in writing within 30 days after
4 completion of the original transcript of the deposition. The entire deposition
5 transcript may not be labeled as CONFIDENTIAL INFORMATION, rather, only
6 specific lines that contain CONFIDENTIAL INFORMATION may be so
7 designated. If only a portion or portions of the information or item warrant
8 protection, the Designating Party, to the extent practicable, shall identify the
9 protected portion(s).

10 2. Subsequent Designation. Information or documents inadvertently
11 disclosed without being designated as CONFIDENTIAL INFORMATION may be
12 subsequently designated as such with written notice of that designation and a
13 replacement copy, marked in accordance with this Protective Order. There will be
14 no breach of this Protective Order for any disclosure made prior to receipt of such
15 notice that would otherwise have been authorized by this Protective Order but for
16 the subsequent designation. Upon correction of a designation, the Receiving Party
17 must make reasonable efforts to ensure that the material is treated in accordance
18 with the provisions of this Protective Order.

19 3. Challenging Designation. A Party may challenge the designation of
20 any document as “CONFIDENTIAL INFORMATION” under this Protective Order
21 by notifying the Designating Party in writing of said challenge, including the
22 identify of each document to which the challenge is directed and the bases
23 supporting the challenge. Within ten (10) days of receipt of such challenge, the
24 Parties shall meet-and-confer in good faith in an effort to resolve the matter
25 informally. If the Parties are unable to unable to resolve their dispute, the
26 Challenging Party must file a motion to determine the propriety of the challenged
27 designation. Any motion challenging a designation shall be made in strict
28 compliance the Local Rules of the Central District of California, particularly Local

Rules 37-1 and 37-2, including the Joint Stipulation requirement. The Challenging Party's portion of the Joint Stipulation, together with all declarations and exhibits, in support of their motion must be served on opposing counsel within fourteen (14) days of the Challenging Party informing the Designating Party that the meet-and-confer has failed. Until the Court rules on the challenge, all Parties shall continue to treat the material as confidential. The Designating Party shall bear the burden of demonstrating that confidential treatment is warranted.

4. Permissible Disclosures. Material designated as CONFIDENTIAL INFORMATION shall be used only for the prosecution or defense of this litigation and for no other purpose, and may not be disclosed to any person other than:

- A. The Court and its personnel;
- B. Any mediator or settlement officer that may be retained by the Parties;
- C. The Parties and their agents, independent contractors, and employees who have a reasonable need to know such information;
- D. The Parties' counsel of record, including their support staff;
- E. Consultants or experts retained by any Party for purpose of assisting in the preparation, investigation, or presentation of claims or defenses in this litigation;
- F. Copy, data, hosting, court reporters, and other providers of litigation services retained by the Parties for the purposes of this litigation; and
- G. A witness in this litigation that may be examined and may testify concerning CONFIDENTIAL INFORMATION.

Any person to whom CONFIDENTIAL INFORMATION is shown and falls within paragraph (B) or (E) shall agree in writing to be bound by the terms of this Protective Order by signing an "Agreement to be Bound by Protective Order"

1 attached as Exhibit A hereto. The original, executed Agreement to be Bound by
2 Protective Order signed by persons receiving CONFIDENTIAL INFORMATION
3 shall be maintained by counsel who obtained the agreement and shall be produced to
4 the Designating Party at his written request.

5 Notwithstanding any restrictions in this Confidentiality and Protective Order
6 regarding the use or disclosure of materials designated as CONFIDENTIAL
7 INFORMATION, nothing contained herein shall prevent any Party from disclosing
8 its own CONFIDENTIAL INFORMATION as deemed appropriate. In addition,
9 nothing contained herein shall prevent any Party from disclosing or using
10 information designated as CONFIDENTIAL INFORMATION that it received from
11 a source other than the discovery process in this action.

12 5. Protection from Disclosure. Anyone in possession of
13 CONFIDENTIAL INFORMATION shall take reasonable measures to bar access to
14 the designated information by anyone not allowed access pursuant to the terms of
15 this Confidentiality and Protective Order. If anyone subject to this Confidentiality
16 and Protective Order receives a subpoena or other process to produce
17 CONFIDENTIAL INFORMATION, then the recipient shall promptly give notice of
18 the same to the Designating Party's counsel. The recipient may not produce any
19 CONFIDENTIAL INFORMATION prior to the date specified for production to
20 afford the Designating Party an opportunity to object to the process and seek
21 protection from the Court. If a Receiving Party learns that, by inadvertence or
22 otherwise, it has disclosed CONFIDENTIAL INFORMATION to any person or in
23 any circumstance not authorized under this Protective Order, the Receiving Party
24 must immediately (a) notify in writing the Designating Party of the unauthorized
25 disclosures, (b) make reasonable efforts to retrieve all unauthorized copies, notes,
26 excerpts and summaries of the CONFIDENTIAL INFORMATION, and (c) inform
27 the person or persons to whom unauthorized disclosures were made of all the terms
28 of this Protective Order. However, nothing contained in this Confidentiality and

1 Protective Order is intended or should be construed as authorizing a party in this
2 action to disobey a lawful subpoena issued in another action.

3 6. Filing and Use in Court of Designated Confidential Documents. In
4 accordance with Local Rule 79-5.1, if any papers to be filed with the Court contain
5 information and/or documents that have been designated as “Confidential
6 Information,” the proposed filing shall be accompanied by an application to file the
7 papers or the portion thereof containing the designated information or documents (if
8 such portion is segregable) under seal; and the application shall be directed to the
9 judge to whom the papers are directed. For motions, the parties shall publicly file a
10 redacted version of the motion and supporting papers.

11 The foregoing procedures do not apply to the use of CONFIDENTIAL
12 INFORMATION during trial. The Parties agree to meet-and-confer in advance of
13 the final pretrial conference to discuss the use of CONFIDENTIAL
14 INFORMATION at trial in a manner acceptable to the Parties and the Court.

15 7. Non-Termination. The provisions of this Confidentiality and
16 Protective Order shall not terminate at the conclusion of this action and the
17 obligation to comply shall continue indefinitely thereafter. Following the
18 conclusion of this litigation (defined as the end of this matter by trial, motion, or
19 settlement and, if concluded by motion or trial, the exhaustion of available appeals
20 or the running of time for taking such appeals, as provided by applicable law), the
21 Parties subject to this Protective Order shall, upon request of the Designating Party,
22 make reasonable efforts to return all copies of CONFIDENTIAL INFORMATION,
23 but are not required to return or destroy attorney work product or pleadings that may
24 include or quote from CONFIDENTIAL INFORMATION. Within 60 days after the
25 final disposition of this proceeding, as defined in paragraph 4, the Receiving Party
26 shall return all Confidential Material to the Designating Party. As used in this

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1 subdivision, "all Confidential Material" includes all copies, abstracts, excerpts, and
2 any other format reproducing or capturing any CONFIDENTIAL INFORMATION.

3 **IT IS SO ORDERED**

4 DATED: December 12, 2014

A handwritten signature in dark ink, appearing to read "R. N. Block", is written over a light-colored rectangular background.

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7 HON. ROBERT N. BLOCK
United States Magistrate Judge
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ATTACHMENT A

I, _____, have been advised by counsel of record for plaintiff or defendant in the matter of *Rudder v. Automobile Club of Southern California, et al.*, United States District Court, Central District of California, Southern Division, Case No. SACV 14-02447-DOC (RNBx), of the Confidentiality and Protective Order governing delivery, exhibition, publication, or disclosure to me of confidential documents and information produced in this litigation, together with the information contained therein. I have read a copy of said Confidentiality and Protective Order and agree to abide by its terms, including its limitation on any further delivery, exhibition, publication or disclosure of documents and information subject to the order.

DATED: _____, 20__

[Printed Name]

[Signature]